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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
(San Francisco Division)

MMC

Case No. 07 3098

SOLANO & NAPA COUNTIES  
ELECTRICAL WORKERS HEALTH AND  
WELFARE TRUST FUND; SOLANO &  
NAPA COUNTIES ELECTRICAL WORKERS  
LABOR & MANAGEMENT COMMITTEE;  
I.B.E.W. LOCAL 180 JOINT  
APPRENTICESHIP TRAINING TRUST  
FUND; SOLANO AND NAPA COUNTIES  
ELECTRICAL WORKERS PENSION TRUST  
FUND; SOLANO & NAPA COUNTIES  
ELECTRICAL WORKERS PROFIT  
SHARING PLAN; LOCAL 180 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO; and,  
DAN BROADWATER, as Trustee of the  
Plaintiff Trusts and Co-chair of the Committee,

Plaintiffs,

vs.

HAL PIERCE ELECTRIC COMPANY, INC., a  
California Corporation,

Defendant.

COMPLAINT &  
REQUEST FOR JURY TRIAL

1 Plaintiffs allege:

2 I.

3 COMMON FACTUAL ALLEGATIONS

4  
5 1. Jurisdiction. This is an action to collect unpaid contributions to multi-employer  
6 benefit plans pursuant to the terms of each plan and a collective bargaining agreement. Jurisdiction  
7 is pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §  
8 1132(a), (e) and (g), 29 U.S.C. § 1145 and the Labor-Management Relations Act ("LMRA"), 29  
9 U.S.C. § 185. Jurisdiction also exists pursuant to 28 U.S.C. § 1331.

10 2. Venue. Venue is appropriate in this District as the Plaintiff Trust is administered here  
11 (in Alameda County) and the breach took place in this district (in Alameda County); 29 U.S.C. §  
12 1132(e)(2).

13  
14 3. Plaintiffs SOLANO & NAPA COUNTIES ELECTRICAL WORKERS HEALTH AND  
15 WELFARE TRUST FUND; I.B.E.W. LOCAL 180 JOINT APPRENTICESHIP TRAINING  
16 TRUST FUND; SOLANO AND NAPA COUNTIES ELECTRICAL WORKERS PENSION  
17 TRUST FUND; SOLANO & NAPA COUNTIES ELECTRICAL WORKERS PROFIT SHARING  
18 PLAN; SOLANO & NAPA COUNTIES ELECTRICAL WORKERS LABOR & MANAGEMENT  
19 COMMITTEE (hereafter the "Trusts"), are multi-employer employee benefit plan pursuant to  
20 ERISA, 29 U.S.C. § 1002(3), (37) and 29 U.S.C. § 1132(d)(1) and each is a jointly trustee  
21 employee benefit trust pursuant to the LMRA, 29 U.S.C. § 186(c)(5). Employers make  
22 contributions to the Trust pursuant to the requirements of their collective bargaining agreements with  
23 Plaintiff LOCAL 180 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
24 WORKERS, AFL-CIO (hereafter "the Union" or "Local 340"). Plaintiff SOLANO & NAPA  
25 COUNTIES ELECTRICAL WORKERS LABOR & MANAGEMENT COMMITTEE is the  
26 authorized collection agent for each of the Trusts, as well as other Funds under the agreement  
27 between Local 180 (or its predecessors) and the Defendant.  
28

1           4. Plaintiff DAN BROADWATER is a trustee of each of the Trusts, a fiduciary of each  
2 Trust, Co-chair of the Committee and the Business Manager of Local 180.

3           5. Defendant HAL PIERCE ELECTRIC COMPANY, INC. (hereinafter referred to as "HP  
4 Electric") agreed to be bound to the terms and conditions of a collective bargaining agreement with  
5 the Plaintiff Local 180 (hereinafter referred to as "Local 180" or the "Union"). (Attached hereto as  
6 Exhibit "A" is a true and correct copy of a "Letter of Assent - B"). The "Letter of Assent - B" binds  
7 HP Electric to the collective bargaining agreement. (Attached hereto as Exhibit "B" is a true and  
8 correct copy of the collective bargaining agreement between the Solano & Napa Counties Branch of  
9 the Northern California Chapter of the National Electrical Contractors Association and Local 180).  
10 The collective bargaining agreement requires the Defendant to make monthly contributions to the  
11 Trust for fringe benefits for covered employees. The collective bargaining agreement also requires  
12 the Defendant to be bound to the applicable Trust agreement.  
13

14           6. Defendant HP Electric is a business believed to have a California contractor's license  
15 #167641 and a California corporate license number C1241451. Defendant HP Electric is engaged in  
16 the installation and testing of electrical wiring and electrical circuits business in Solano and Napa  
17 Counties, California. Plaintiffs are informed and reasonably believe that Defendant HP Electric is a  
18 fiduciary of the Trust pursuant to 29 U.S.C. § 1145, et seq.  
19

20           7. At all times material herein, the Defendant HP Electric has engaged in the construction  
21 industry in California and as such has been an "employer" "engaged in an industry or activity  
22 affecting commerce" within the meaning of 29 U.S.C. § 152 and 29 U.S.C. §§ 1002-1003.  
23

24           8. The Defendant has repeatedly underpaid or not paid the required contributions to the plans  
25 during the relevant period of the statute of limitations pursuant to the appropriate collective  
26 bargaining agreement and/or Trust agreement.  
27

28           9. Under the terms of the Solano & Napa Counties Electrical Workers Health and Welfare  
Trust Agreement to which the Defendant agreed to be bound, an employer who fails to make timely

1 contributions to the Trust for employee fringe benefits is liable to the Trust for all unpaid  
2 contributions, liquidated damages of ten percent (10%) of the principal amount, twelve percent  
3 (12%) interest on the unpaid principal, as well as attorneys' fees and collection costs.

4  
5 II.

6 FIRST CLAIM

7 (ERISA - 29 U.S.C. § 1145)

8 10. Plaintiffs incorporate by reference and reallege paragraphs 1-9 as if set out in full.

9 11. Jurisdiction. This is an action to collect unpaid contributions found owing to a multi-  
10 employer benefit plan pursuant to the terms of the Trust agreement and the collective bargaining  
11 agreement. Jurisdiction is pursuant to ERISA, 29 U.S.C. §§ 1132(a), (e) and (g) and § 1145.

12 12. The Defendant's action constitutes a failure of an employer to make contributions to a  
13 multi-employer plan, as well as a breach of fiduciary duty owed pursuant to 29 U.S.C. § 1145.

14 13. Plaintiffs are entitled to judgment for all unpaid contributions, liquidated damages,  
15 prejudgment interest and reasonable attorneys fees and costs pursuant to 29 U.S.C. § 1132(g)(2).

16  
17 III.

18 SECOND CLAIM

19 (LMRA)

20 14. Plaintiffs incorporate by reference and reallege paragraphs 1-9 and 11-13 as if set out in  
21 full.

22 15. Jurisdiction. This is an action to enforce a collective bargaining agreement pursuant to  
23 29 U.S.C. § 185(a).

24 16. The Defendant's failure to pay contributions owing breached the agreement between the  
25 Defendant and the Union to the detriment of the Plaintiffs and Plaintiffs are entitled to damages,  
26 liquidated damages, interest, attorneys' fees and costs pursuant to the agreement.  
27  
28

IV.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray judgment as follows:

1. For unpaid principal of \$45,000.00 owed encompassing the time period of February 1, 2006 through May 31, 2006 and further unknown amounts according to proof,
2. For liquidated damages of \$5,523.00 encompassing the time period of September 1, 2006 through January 31, 2007 and \$4,500.00 encompassing the time period of February 1, 2007 through June 30, 2007 (\$10,023.00 total) and any further unknown amounts according to proof,
3. For prejudgment interest of approximately \$2,250.00, and any further amounts according to proof,
4. For such equitable relief as this court deems just and proper,
5. For reasonable attorneys fees and costs of suit (currently estimated to be approximately \$2,000.00), and any further amounts according to proof, and
6. For such other and further relief as this court deems just and proper.

Respectfully submitted,

Dated: June 13 2007

\_\_\_\_\_  
Scott M. De Nardo  
NEYHART, ANDERSON, FLYNN & GROSBOLL  
Attorneys for Plaintiffs

JURY TRIAL DEMAND

Plaintiffs hereby demand trial by jury.

Dated: June 13 2007.

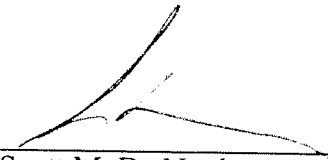
  
\_\_\_\_\_  
Scott M. De Nardo  
Attorney for Plaintiffs

EXHIBIT	A
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EXHIBIT	A
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**SOLANO & NAPA COUNTIES**

**INSIDE CONSTRUCTION AGREEMENT**

**BETWEEN**

**SOLANO & NAPA COUNTIES BRANCH  
NORTHERN CALIFORNIA CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

**&**

**LOCAL UNION 180,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**EFFECTIVE**

**JUNE 1, 2006, THROUGH MAY 31, 2012**

Solano & Napa Counties Inside Construction Agreement  
June 1, 2006 through May 31, 2012

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## **MASTHEAD**

Agreement by and between the Solano and Napa Counties Branch of the Northern California Chapter, NECA and Local Union 180, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Solano and Napa Counties Branch, Northern California Chapter, NECA, and the term "Union" shall mean Local Union 180, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

Whenever the male gender is used in this Agreement, the female gender is also intended.

## **SCOPE OF AGREEMENT**

Workers employed under the terms of this Agreement shall do all on-site underground power distribution systems (including PVC and rigid conduit), temporary power and lighting systems and maintenance thereon, electrical construction, installation, and maintenance and running of tests of electrical lighting, heat and power equipment. Also included is fiber optic systems and raceways installation, photovoltaic system electrical installation, including raceways. This shall include all temporary electrical maintenance of pumps, fans, blowers, and other electrical equipment, installation or erection work in new buildings in the course of construction and in existing buildings undergoing alterations, and in subways, tunnels and bridges. Prefabrication of boxes, brackets, bends and nipples are covered by this Agreement, but the use of catalogue items is permitted.

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. The Employer and the Union agree not to discriminate against any employee, or applicant for employment, because of race, color, religion, ancestry, sex or national origin in connection with employment, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, layoff or termination or the selection for training including apprenticeship. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

## **ELECTRICAL INDUSTRY ADVANCEMENT**

The Union may establish programs to increase the market share of Contractors signatory to this Agreement. These programs may be funded and/or unfunded. If funded, funds shall be derived through

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a dues deduction, and an Electrical Industry Advancement Fund shall be established. The administration and distribution of this fund shall be at the sole discretion of the Union.

## **ARTICLE I**

### **Effective Date/Changes/Grievances/Disputes**

#### **Section 1.01**

##### **Effective Date**

This Agreement shall take effect June 1, 2006, and shall remain in effect until May 31, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31, of each year, unless changed or terminated in the way later provided herein.

#### **Section 1.02**

##### **Changes, Termination and Arbitration**

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

#### **Section 1.03**

##### **Amendment by Mutual Consent**

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

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Section 1.04

**No Strike and No Lockout**

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05

**Grievances/Disputes**

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06

**First Step of Grievance Procedure**

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07

**Decision of Labor-Management Committee**

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08

**Arbitration**

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09

**Status Quo**

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

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#### Section 1.10

Grievances must be filed within five (5) working days of the occurrence of the event. The parties may mutually agree to extend the filing period to provide an opportunity for informal resolution of the dispute. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within five (5) working days of its occurrence shall be deemed to no longer exist.

## ARTICLE II

### Employer Rights/Union Rights

#### Section 2.01

The parties to this Agreement agree henceforth that any additions and/or modifications to the Category I provisions, which are considered Standard Agreement Language by the IBEW International Office and NECA National, shall be inserted into this Agreement, signed by the parties hereto, and submitted to the International Office of the IBEW for approval within 30 days of publication.

#### Section 2.02

#### **Employer Qualifications**

Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation whose principal business is electrical contracting having these qualifications and maintaining an active C-10 license, permanent place of business, a separate business telephone, and adequate tools and equipment. The Employer shall maintain a suitable financial status to meet payroll requirements and shall meet the licensing requirements of the State of California.

#### Section 2.03

#### **Management Rights**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.



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#### Section 2.04

##### **Foreman Call-Out by Name**

The Employer shall be permitted to request by name any applicant the Employer desires to employ as Foreman. The Union will refer such applicant to the Employer provided:

- (a) The applicant's name appears on the referral register, and all other eligible applicants in higher referral groups have first been referred.
- (b) The applicant has not quit his Employer within the previous two weeks.
- (c) A maximum of one applicant only may be called out per contract under the provisions of this section.

The Business Manager may waive these requirements when requested by the Chapter Manager and substantiated by a request from the customer.

The Employer shall immediately upon employment of such applicant classify said applicant (employee) as a Foreman and pay such applicant (employee) Foreman's wage as established in this Agreement for the duration of the job for which he is requested or for a minimum of sixty (60) working days, whichever is longer.

#### Section 2.05

##### **Security – Bond or Cash Deposit**

Each Employer, signatory to this Agreement, shall maintain on deposit with the Custodian of the various fringe benefit programs, a minimum of ten thousand dollars (\$10,000) in cash or post with the Custodian a surety bond by a recognized surety firm in the amount of ten thousand dollars (\$10,000).

The surety bond shall be on a form approved by the Labor and Management Committee. Such funds or surety bond shall be deemed as a deposit against any contributions and/or deductions required pursuant to this Agreement.

#### Section 2.06

##### **Non-Resident Employees (Portability)**

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

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Section 2.07

**Favored Nations**

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.08

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the Chapter and the Union. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or invoking the Favored Nations Clause in the Agreement.

Section 2.09

**Loaning of Men**

The Employer shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skill are not available through the referral procedure.

Section 2.10

**Non Contracting of Electrical Work**

No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

Section 2.11

**Work Responsibility**

Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Journeyman Wiremen (excluding supervision) shall be required to make corrections of improper work of their own responsibility on their own time and during regular working hours unless such improper work was done by orders of the Employer or the Employer's representative.

Section 2.12

**Safety**

All work shall be performed in a safe and proficient manner, in accordance with applicable law and the individual Employer's established rules and policies. The Employer shall provide all necessary safety gear and equipment (excluding personal wearing apparel).

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Section 2.13

**Appointment of Stewards**

The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.14

**Access to Work Site and Payroll**

Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement, provided they first report to a responsible management employee.

The Business Manager and/or Chapter Manager, if there is a question, shall have authority to inspect the Employer's payroll as to time and pay of an employee.

Section 2.15

**Picket Language**

(a) It shall not be considered a violation of this Agreement nor shall any worker be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council, the Building Trades Council, or the International Office of the craft involved. The Union will notify the Employer as soon as possible if an organization secures such sanction.

(b) Should workers leave a job where a recognized picket line is sanctioned by the Central Labor Council, the Building Trades Council, or the International Office of the craft involved, such workers shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer, and provided further that reasonable time be allowed the Employer to provide such safe place.

Section 2.16

**Employee Furnished Tools**

Journeyman shall furnish a kit of hand tools as set forth in Appendix "A" of this Agreement. Journeyman shall have tools and tool box at a value not to exceed five hundred dollars (\$500.00). The employee shall furnish the Employer upon employment with a complete list and description of his tools and tool box and shall make said tools and tool box available for inspection when so required. The Employer shall be financially responsible for loss of an employee's tools and/or tool box where

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substantial evidence of loss is established, provided that at time of loss said tools were locked in the tool box and the tool box was placed and locked, when provision is made therefore, within the locker box or other safe place as provided by the Employer.

Section 2.17

**Employer Furnished Tools**

The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.18

**Union Security**

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.19

**Annulment/Subcontracting**

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges or violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.20

**Designated Management Worker**

Each employer may designate up to one (1) management representative ("DMW"), who may be either an owner or an employee, to perform field electrical construction. The DMW shall not be subject to the referral procedure but shall comply with all working hours and conditions of the Agreement for all covered work subject to the following specific provisions.

1) Out-of-area contractors may utilize such a DMW or an employee referred through other Local IBEW referral procedures as the one person authorized to work under the scope of the Agreement. If the

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employer utilizes the provisions of Section 2.06 of this Agreement to employ a non-resident Journeyman while utilizing the Designated Management Worker clause (Section 2.19), either the one non-resident Journeyman or the one management representative (DMW) must be a member of the IBEW.

- 2) A signatory Employer shall be permitted to utilize a DMW provided that the Employer maintains on a full-time basis at least one (1) employee referred under the Agreement.
- 3) Unless the DMW is a proprietor, partner, or principal officer of a signatory company, the Union security provisions of the Agreement shall apply.
- 4) The Employer shall pay fringe contributions on the DMW in accordance with the Agreement, except where reasonably equivalent coverage is already being provided for pension and health insurance. Contributions for JATC, ECT, Labor-Management Marketing Fund, Apprentice Training Facility Fund and Union dues deductions shall remain in effect.
- 5) Each DMW must be registered with the Union prior to performing work covered under the Agreement.
- 6) A DMW must have been on the Employer's "non-field" payroll for at least thirty (30) days prior to being assigned to perform work covered under the Agreement.

#### Section 2.21

##### **Employers – IBEW Signatory**

The Union will furnish employees only to Employers who are parties to an IBEW Agreement. However, this section shall not be construed to limit the right of the Union to furnish employees for internal organizing efforts or for regular maintenance work when performed directly by and for municipalities, governmental agencies, or individual establishments, and where such work does not come within the "scope of work" of this Agreement.

#### Section 2.22

##### **Rebate of Wages**

No Employer, or employee or their agents, shall give or accept directly or indirectly any rebate of wages.

#### Section 2.23

##### **Contracting of Labor Service**

No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with employees all or part of the labor service required by any electrical contract of such Employer.

#### Section 2.24

##### **440 Volts or Over**

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen Wiremen must work together, one standing by wearing rubber gloves.

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Section 2.25

**Vehicle Signs**

Employers employing employees under this Agreement shall have their firm name prominently displayed on both sides of all vehicles used in the delivery of employees, tools, equipment and material.

Section 2.26

**Crew Mix Ratios**

On all jobs (excluding public sector) up to one hundred and fifty thousand dollars (\$150,000) electrical value, the employer may use apprentices who are classified as first (1st) through fifth (5th) period at a ratio of two (2) apprentices to one (1) Journeyman. Employers may, under the direction of the JATC, loan apprentices to one another to meet these ratios. Apprentices will work under the direction of a Journeyman on the job site.

**ARTICLE III**

**Hours/Wages/Working Conditions**

Section 3.01

**Workday and Workweek**

Eight (8) hours work between the hours of 7:00 AM and 12:00 PM, and 12:30 PM and 3:30 PM, shall constitute the workday.

Employers shall be granted, after not less than forty-eight (48) hours notice to the representatives of this Agreement, permission to institute either by shop, or job by job, a regular workday which may commence either one (1) hour (or a fraction thereof) earlier or one (1) hour (or a fraction thereof) later than the 7:00 AM provided above. The regular lunch period and quitting time shall be adjusted by the same proportionate amount of time with the stipulation that no more than five (5) hours shall be worked between the starting time and the lunch break.

Forty (40) hours, Monday through Friday, shall constitute a workweek.

Section 3.02

**Overtime/Holidays**

The 9th and 10th hours Monday through Friday and the first ten (10) hours on Saturday shall be one and one-half times the straight time Journeyman hourly wage rate. All other overtime shall be double time.

All work performed on Sundays and the following holidays shall be paid at double the regular straight time rate of pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and the weekday before or after Christmas. When Christmas day falls on a Tuesday, Wednesday, Friday, or Saturday the holiday shall be observed on the previous day (Monday, Tuesday, Thursday, or



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Friday). When Christmas day falls on Sunday, Monday, or Thursday, the holiday shall be observed on the following day (Monday, Tuesday, or Friday).

Year / Month / Date / Week Day – that holidays will be observed.

<b><u>Observance</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
New Year's Day	Mon. 1/2	Mon. 1/1	Tue. 1/1	Thu. 1/1	Fri. 1/1	Fri. 12/31/10	Mon. 1/2
Martin Luther King's Birthday	Mon. 1/16	Mon. 2/15	Mon. 2/21	Mon. 1/19	Mon. 1/18	Mon. 1/17	Mon. 1/16
President's Day	Mon. 2/20	Mon. 2/19	Mon. 2/18	Mon. 2/16	Mon. 2/15	Mon. 2/21	Mon. 2/20
Memorial Day	Mon. 5/29	Mon. 5/28	Mon. 5/26	Mon. 5/25	Mon. 5/31	Mon. 5/30	Mon. 5/28
Independence Day	Tue. 7/4	Wed. 7/4	Fri. 7/4	Fri. 7/3	Mon. 7/5	Mon. 7/4	Wed. 7/4
Labor Day	Mon. 9/4	Mon. 9/3	Mon. 9/1	Mon. 9/7	Mon. 9/6	Mon. 9/5	Mon. 9/3
Veteran's Day	Fri. 11/10	Mon. 11/12	Tues. 11/11	Wed. 11/11	Thu. 11/11	Fri. 11/11	Mon. 11/12
Thanksgiving Day	Thu. 11/23	Thu. 11/22	Thu. 11/27	Thu. 11/26	Thu. 11/25	Thu. 11/24	Thu. 11/22
Day after Thanksgiving	Fri. 11/24	Fri. 11/23	Fri. 11/28	Fri. 11/27	Fri. 11/26	Fri. 11/25	Fril 11/23
Christmas Day	Mon. 12/25	Tue. 12/25	Thu. 12/25	Fri. 12/25	Fri. 12/24	Mon. 12/26	Tue. 12/25
Day Before or After Christmas Day	Tue. 12/26	Mon. 12/24	Fri. 12/26	Thu. 12/24	Thu. 12/23	Tue. 12/27	Mon. 12/24

In addition to the normal holiday schedule, Carpenters' Off-Days shall be observed on jobs where there are Carpenters observing those days as non-work days. Carpenters' Off-Days shall not be observed on jobs where nonunion general contractors require the job to be manned on these days, and straight time wages shall be paid per the Agreement.

No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the business office of the Union.

Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday.

### Section 3.03

#### Payment of Wages

Wages shall be paid weekly by cash or check by the Employer for whom the employee is employed. The Employer shall pay wages on the job or allow employees sufficient time to reach the shop on payday before the close of working hours. Once payday is established by the Employer, it shall not be changed, except by mutual consent of the parties to this Agreement and the Employer. Not more than three (3)

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days pay shall be held back. By mutual consent between the employee and the Employer, wages may be mailed to an address designated by the employee, but in no case shall the check be postmarked later than the appropriate payday. Straight time shall be charged for time spent waiting for pay.

#### Section 3.04

##### **Rates of Pay**

- (a) Effective June 1, 2006, the minimum hourly rate of wages shall be as set forth below:

Journeyman Wireman "A"*	100%	\$38.00
Foreman	112.5% of Journeyman Wireman Rate	
General Foreman	125% of Journeyman Wireman Rate	
Cable Splicer	112.5% of Journeyman Wireman Rate	
Sub-Foreman	106.25% of Journeyman Wireman Rate	

##### Apprentice Wireman – Ten (10) Periods

1st Period	45% of Journeyman Wireman Rate
2nd Period	48% of Journeyman Wireman Rate
3rd Period	51% of Journeyman Wireman Rate
4th Period	54% of Journeyman Wireman Rate
5th Period	57% of Journeyman Wireman Rate
6th Period	60% of Journeyman Wireman Rate
7th Period	65% of Journeyman Wireman Rate
8th Period	70% of Journeyman Wireman Rate
9th Period	75% of Journeyman Wireman Rate
10th Period	80% of Journeyman Wireman Rate

\* Journeyman A wage rates are based on a pension contribution of \$4.50. Actual wage rates may be affected by pension classification. See Section 6.09 and Appendix B for additional information.

- (b) The total wage and fringe benefit package shall be increased as follows:

Effective June 1, 2007 – \$1.75 to be allocated by Labor

Effective June 1, 2008 – \$1.75 to be allocated by Labor

Effective June 1, 2009 – \$2.00 to be allocated by Labor

Effective June 1, 2010 – \$2.00 to be allocated by Labor



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Effective June 1, 2011 – \$2.00 to be allocated by Labor

Effective June 1, 2012 – \$2.00 to be allocated by Labor

#### Section 3.05

##### **Fringe Benefit Contribution Adjustment**

Labor shall have the right to adjust fringe benefit contributions by giving Management at least thirty (30) days notice prior to the intended effective date. If no such notice is given to management, then such adjustment will not be placed into effect but shall apply to the wage rate.

#### Section 3.06

##### **Use of Employee's Vehicle**

- (a) The Employer shall furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Local Union. The employee shall leave the shop at the beginning of the shift and return at the end of the shift.
- (b) Whenever a worker is ordered by his Employer to report to another job or to the shop during the workday, then the Employer shall pay the worker vehicle mileage (point-to-point) at the IRS published rate when the worker uses his own vehicle.
- (c) No worker shall use his automobile in any manner detrimental to the best interest of other workers, nor shall any worker use his automobile to transport the Employer's tools or material.
- (d) On all work outside the jurisdiction of Local Union 180, the Employer shall furnish transportation, lodging and all other necessary expenses.
- (e) On all jobs requiring the employee to remain away from home overnight, outside the jurisdiction of Local Union 180, the Employer shall furnish a subsistence allowance for meals and other necessary expenses, in the amount of fifty dollars (\$50.00) per day per employee on a seven (7) day per week basis, this being considered a minimum amount, except that where adequate subsistence and lodging is furnished on the job, the subsistence allowance shall not be paid. The Employer may elect to pay full expenses over weekends or pay travel time at prevailing travel time rate and furnish transportation to and from the employee's home base. Subsistence is defined as reimbursement for food, lodging and living expense out of town and is not a wage or reimbursement for time spent going to or from job site.

#### Section 3.07

##### **Union Dues Deduction**

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

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### Section 3.08

#### **Foreman/General Foreman Ratio**

Any job on which six (6) or more Journeymen are assigned, under this Agreement, shall require a Foreman.

Employees shall only accept instructions or orders from a Foreman, Sub-Foreman, the Employer and/or the Employer's representative.

No Foreman of any job on which six (6) or more Journeymen are assigned shall act as a Foreman of such job while at the same time work as a Journeyman at a different job site.

The Employer may assign a Sub-Foreman to act in the capacity of a supervisor on any job, or to any crew, on which less than six (6) Journeymen are assigned.

A Foreman shall not supervise more than eleven (11) Journeymen.

When two (2) or more Foremen are utilized, on a single job site, then a General Foreman shall be required.

On any job over 10,000 manhours a Pre-Job Conference shall be conducted by the Employer to review the management structure and reporting relationships with field supervisors for the project. Job site parking requirements shall also be reviewed at the Pre-Job Conference. The Business Manager and the Chapter Manager shall participate in the Pre-Job Conference.

### Section 3.09

#### **Show Up Pay**

(a) When workmen are directed to report to a job or a shop and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay unless notified at a minimum one (1) hour prior to start time, provided there is a reasonable means of communication available, and provided further that if the employee reports to shop or job, he shall contact his Employer before leaving the job. The Employer will furnish a phone number and place where an Employer representative can be contacted.

(b) If an employee works beyond a two-hour period, he shall be paid for the full half-day; likewise, those working more than four (4) hours shall be paid for the full day, unless discharged for cause. Employees working beyond the established shift shall be paid at the overtime rate.

(c) In those cases where circumstances that are beyond the control of the Employer cause a curtailment and/or a cessation of a job or portion of a job, the above provisions will not be applicable.

### Section 3.10

#### **Shift Work**

When so elected by the contractor, multiple shifts of a least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

#### Section 3.11

The Business Manager and Chapter Manager have the authority to amend on a job-by-job basis the shift provisions as specified above.

When it becomes necessary for work to be performed in an establishment during hours other than the regular work hours of 7:00 AM to 3:30 PM, Monday through Friday, excepting the one hour variation allowed in Section 3.01 above, such work may be performed providing that workers shall be guaranteed eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7-1/2) hours work.

#### Section 3.12

##### **Lay-Off – Reporting for Work**

(a) Any employee reporting for work and being laid off shall receive not less than four (4) hours wages, except when such lay-off is not within the control of the Employer.

(b) When employees are to be laid off without being notified the previous day, they shall receive not less than one (1) hour pickup time and be paid all wages in full.

#### Section 3.13

##### **Public Works**

When work performed on Public Works is subject to prevailing wages, terms and conditions pursuant to applicable law, then such published wages, terms and conditions shall govern and take precedence over any other wages, terms or conditions as set forth in this Agreement, provided that the Employer will pay all increases in any fringe benefit contributions required pursuant to this Agreement.

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Section 3.14

**Failure to Notify Employer**

All employees are required to make good faith efforts to notify the Employer before starting time when unable to report for work. Failure to so notify the Employer will forfeit the employee's right to collect show-up time for the ensuing workdays if the Employer terminates the employee.

Section 3.15

**High Time**

On jobs where employees are required to work from trusses, scaffolds, frames, or ladders at a distance of sixty (60) feet or over from the ground, water, or supporting surface, the pay shall be one and one-half times the Journeyman straight time hourly rate for a minimum of one hour. There shall be no pyramiding of premium pay as specified in this section.

Section 3.16

**Overtime – Lunch Period**

A one-half hour unpaid meal period will be provided following the first two (2) hours of overtime and after each subsequent four (4) hour period. The Employer shall pay not less than one-half (1/2) the straight time Journeyman hourly rate for each meal.

Section 3.17

**Cable Splicing**

Where wiped lead joints are necessary, all work of joining, splicing and insulating, and the placing of flame-proof covering shall be performed by Cable Splicers. Journeyman Wiremen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on energized wire or cables when the difference in the potential is over 440 volts between any two conductors or between any conductor and ground, unless assisted by one Journeyman Wireman.

Cable Splicers shall furnish the tools necessary for the performance of the job.

The Employer shall pay a tool allowance of twenty dollars (\$20.00) per day when tools and equipment are supplied by the Cable Splicer.

**ARTICLE IV**

**Referral Procedure**

Section 4.01

In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of

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membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02

**Exclusive Referral**

The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03

**Right of Rejection**

The Employer shall have the right to reject any applicant for employment.

Section 4.04

**Non-Discriminatory Referral**

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05

**Register of Applicants**

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

**JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN**

**Group I**

All applicants for employment who have four or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

**Group II**

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

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### Group III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

### Group IV

All applicants for employment who have worked at the trade for more than one year.

## Section 4.06

### 48 Hour Clause

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

## Section 4.07

### Temporary Employees

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

## Section 4.08

### Normal Construction Market

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

"Napa and Solano Counties"

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

## Section 4.09

### Resident

"Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

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#### Section 4.10

##### **Examinations**

An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years, experience in the trade.

#### Section 4.11

##### **Available for Work List**

The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

#### Section 4.12

##### **Short Workweek**

An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

#### Section 4.13

##### **Order of Referral**

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### Section 4.14

##### **Repeated Discharge:**

An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three\* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list. (\*The parties may extend this time period up to a maximum of two weeks if necessary.)



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Section 4.15

**Bona Fide Requirements**

The only exception which shall be allowed in this order of referral is as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16

**Appeals Committee**

- (a) An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.
- (b) It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.17

**Inspection of Referral Records**

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.18

**Posting of Referral Procedure**

A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.19

**Hiring and Transferring of Apprentices**

Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.



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## **ARTICLE V**

### **Standard Inside Apprenticeship & Training Language**

#### **Section 5.01**

##### **Joint Apprenticeship and Training Committee**

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

#### **Section 5.02**

##### **Member Terms**

All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

#### **Section 5.03**

##### **Local Standards**

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

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#### Section 5.04

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

#### Section 5.05

##### **Training Director**

The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

#### Section 5.06

##### **Apprentice Transfers**

To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

#### Section 5.07

##### **Removal of Apprentices**

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

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#### Section 5.08

##### **Apprentice Ratios**

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

#### Section 5.09

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

#### Section 5.10

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices, and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

#### Section 5.11

The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

#### Section 5.12

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4

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etc.

etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

#### Section 5.13

##### **Supervision**

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

#### Section 5.14

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

#### Section 5.15

##### **Trust Fund**

The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

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Section 5.16

**Contribution**

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement for each hour worked by Journeymen and Apprentices third (3rd) period and above. The current hourly rate of contribution is set forth in Appendix "B." This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Section 5.17

**Training Facility Fund Corporation**

- (a) All Employers shall also contribute the sum as set forth in Appendix "B" of this Agreement per hour into the Solano and Napa Counties Electrical Workers Training Facility Fund Corporation ("Corporation") for the purpose of purchasing a training facility. A separate jointly administered account shall be established to receive and account for these monies.
- (b) Effective June 1, 1999, the hourly contribution rate shall be established at fifty-four cents (\$0.54). This rate shall continue in effect until all of the following conditions have been met: (1) The "Corporation" has established an unencumbered net worth of not less than \$200,000; (2) The "Corporation" has established a balance in its cash and/or cash equivalent accounts of not less than \$200,000; (3) The "Corporation" has maintained revenues in excess of all expenditures, including principal and interest payments on "Corporation" obligations, of not less than \$20,000 for a period of two (2) years. Upon meeting all of the aforementioned conditions, the hourly contribution rate shall be established at forty-four cents (\$0.44). If, following a reduction of the hourly contribution rate to forty-four cents (\$0.44), revenues fail to exceed all expenditures by not less than \$20,000, then the hourly contribution rate shall be increased to fifty-four (\$0.54).
- (c) When all indebtedness related to the purchase of the facility has been retired, and a ten percent (10%) reserve account funded, the sum as set forth in Appendix "B" of this Agreement shall end and thirteen cents (\$0.13) will be added to the Journeyman hourly wage rate.

**ARTICLE VI**

**Fringe Benefits**

Section 6.01

**National Electrical Benefit Fund**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or

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draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

#### Section 6.02

##### **Health and Welfare**

The Employer agrees to become a party to and comply with, from the effective date, all of the provisions of the Solano and Napa Counties Electrical Workers Health and Welfare Trust Agreement, as amended (copy of which is on file in the Union Office). The Employer agrees to pay the sum as set forth in Appendix "B" of this Agreement for each hour worked by all employees working under the terms of this Agreement.

These payments shall be made monthly to the Solano and Napa Counties Electrical Workers Health and Welfare Trust Fund to provide health and welfare benefits for such employees.

#### Section 6.03

##### **Custodian of Fringe Benefits**

The Labor and Management Committee shall have the authority to appoint a Custodian of Fringe Benefits.

The "Custodian of Fringe Benefits" shall administer the collection of all Trust Fund contributions and/or employee deductions required pursuant to this Agreement. The payment of such funds shall be made monthly, on a form and in a manner approved by the Labor and Management Committee.

#### Section 6.04

##### **Payment of Approved Costs**

The Trustees of the fund shall pay all approved costs incurred by the Custodian of Fringe Benefits, necessary and lawful, in the administration of the Custodian's duties as herein set forth. Such payments, however, shall not exceed two-tenths of one percent (0.2%).



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#### Section 6.05

##### **Payment of Contributions**

- (a) The payment of Trust Fund contributions and/or employee deductions shall be made by check or draft and shall constitute a debt due and owing to the Custodian of Fringe Benefits and the various benefit Trusts as set forth in this Agreement. The payment and the payroll reporting "form" shall be mailed to reach the depository bank, as set forth on the reporting form, not later than the 15th day of the month following the last day of the preceding month for which such payment is owing. Payments not received, by either the Custodian or the depository bank by the 20th day of the month following the last day of the preceding month for which such payments are due and owing, shall be considered delinquent. Failure of an individual Employer to comply with the applicable provisions of the Health & Welfare Trust Agreement, Pension Fund Agreement, Dues Check-off Plan, Apprenticeship Trust Agreement, Electrical Contractors Trust Agreement, Labor-Management Cooperation Trust Agreement, Apprenticeship and Training Facility Trust Agreement, Contract Administration Fund and/or the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.
- (b) Each Employer shall mail a payroll reporting form no later than the 15th day of the following month showing the number of hours worked for all covered employees. Such report shall be made and mailed to the depository bank, as set forth on the reporting form, even if the Employer is delinquent in making payment of contributions.
- (c) The Chapter Manager and the Business Manager shall have the authority to jointly order an audit of the payroll records of any Employer who is delinquent in his submittal of transmittals.
- (d) Any Employer who is delinquent in the payment of contributions shall be subject to the assessment of interest and liquidated damages as established in the policies of the Solano and Napa Counties Electrical Workers Health and Welfare Trust Fund and Pension Fund. To reduce legal costs associated with collection efforts and reduce the risk of loss of owed contributions, a contractor who becomes 60 days delinquent in fringe benefit payments and accompanying deductions shall have their manpower withdrawn five days following the 20th of the second month. Loss of manpower may be suspended contingent upon arranging a repayment schedule, adequately secured by available assets, which satisfies the operating officers of the affected trusts.

#### Section 6.06

##### **"Per Hour Worked" – Basis of Contributions**

Management contributions to Fringe Benefit Trusts shall be on a per hour worked basis (except NEBF, ECT and CAF), and Management's liability, under the terms of this Collective Bargaining Agreement as respects all benefit contributions, including NEBF, ECT and CAF, is limited solely and only to such contributions. Management does not guarantee nor should the Collective Bargaining Agreement be interpreted that Management agrees, or is liable for, any such benefits other than the cents per hour contribution as set forth in this Collective Bargaining Agreement.

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Section 6.07

**Termination of Agreement**

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union or the Custodian of Fringe Benefits, provided the individual Employer fails to show satisfactory proof that the required payments have been paid as provided herein.

Section 6.08

**Pension**

The Employer agrees to become a party to and comply with, from the effective date, all of the provisions of the Solano and Napa Counties Electrical Workers Pension Trust Agreement, as amended (copy of which is on file in the Union Office). The Employer agrees to pay the sum as set forth in Appendix "B" of this Agreement for each hour worked by Journeymen and Apprentices third (3<sup>rd</sup>) period and above working under the terms of this Agreement.

These payments shall be made monthly to the Solano and Napa Counties Electrical Workers Pension Trust Fund to provide pension benefits for such employees.

All future increases to the contributions rate, as set forth in this section, may only be utilized by the Pension Trust to provide for actuarial pension benefits.

Section 6.09

**Defined Contribution Profit Sharing Plan**

The Employer agrees to become a party to and to comply with, from the effective date, all of the provisions of the Solano and Napa Counties Electrical Workers Profit Sharing Plan Agreement, as amended. The Employer agrees to pay the sum as set forth in Appendix B of this Agreement for each hour worked by Journeymen and Apprentices third (3<sup>rd</sup>) period and above working under the terms of this Agreement. Wage classifications have been the subject of good faith collective bargaining. Classifications are assigned annually subject to the terms of this Agreement and subject to approval of Local Union 180. Application for classification designation must be made on a form supplied by the Union and will be effective June of each year.

Section 6.10

**Electrical Contractors Trust of Solano and Napa Counties**

The Employer agrees to become a party to and comply with, from the effective date, all provisions of the "Electrical Contractors Trust Fund" of Solano and Napa Counties, a copy of which is on file with the Custodian of Fringe Benefits. The individual Employer shall pay into the fund the percentage of his gross monthly payroll, specified in Appendix "B," covering all work performed under the terms of this Agreement.



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Section 6.11

**Contract Administration Fund**

- (a) Effective January 1, 1995, the Employer agrees to become a party to and comply with, from the effective date, all of the provisions of the Contract Administration Fund. The individual Employer shall pay into the Contract Administration Fund the percentage of his gross monthly payroll as set forth in Appendix "B" of this Agreement covering all work performed under the terms of this Agreement. Payment of contributions shall be made in accordance with Section 6.05 of this Agreement.
- (b) The individual Employer accepts and agrees to be bound by the terms of the Contract Administration Fund. Administration of the Fund, enforcement and collection of the Fund's contributions shall be the sole responsibility of Employers and their representatives. No labor representative shall take part in the administration of the Fund or have any responsibility in the enforcement of its provisions. Failure of any Employer to make timely contributions in the proper amount shall be considered a breach of this Agreement and subject to the delinquency procedure contained in Section 6.05 of this Agreement.
- (c) The Contract Administration Fund's representatives shall be appointed by the Solano and Napa Counties Branch of the Northern California Chapter, National Electrical Contractors Association. The purposes of this Fund shall include but not be limited to the administration of all provisions of this collective bargaining agreement.
- (d) No part of the funds collected under this Fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.

**ARTICLE VII**

**National Electrical Industry Fund (NEIF)**

Section 7.01

**National Electrical Industry Fund (NEIF)**

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- (2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

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Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

## **ARTICLE VIII**

### **Local Labor-Management Cooperation Committee (LMCC)**

#### **Section 8.01**

#### **Labor-Management Cooperation Committee**

The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

#### **Section 8.02**

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

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#### Section 8.03

Labor and Management shall each contribute the amount specified in Appendix "B" for each hour worked by each employee covered under this Agreement into the Solano-Napa Counties Electrical Construction Industry Labor-Management Trust Fund. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern California Chapter, NECA, or its designee, shall be the collection agent for this fund.

#### Section 8.04

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with the attorneys' fees.

### ARTICLE IX

#### National Labor-Management Cooperation Committee (NLMCC)

##### Section 9.01

#### **National Labor-Management Cooperation Committee**

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

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- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

#### Section 9.02

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

#### Section 9.03

Each employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

#### Section 9.04

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

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## ARTICLE X

### Safety

#### Section 10.01

There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

#### Section 10.02

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

#### Section 10.03

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

#### Section 10.04

Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement, shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

#### Section 10.05

Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

#### Section 10.06

Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

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Section 10.07

No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Section 10.08

The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Section 10.09

The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

**ARTICLE XI**

Substance Abuse

Section 11.01

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS THEREOF, the parties have executed this Agreement on this \_\_\_\_.

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Signed for Local Union 180,  
International Brotherhood of Electrical Workers

Signed for the Solano & Napa Counties Branch,  
Northern California Chapter, National  
Electrical Contractors Association

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Bruce Gourley  
Business Manager  
Local Union 180,  
International Brotherhood of Electrical Workers

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Donald Campbell  
Executive Director  
Northern California Chapter,  
National Electrical Contractors Association

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## **APPENDIX A**

### **JOURNEYMAN'S TOOL LIST**

Tool Box with Locking Device  
3/4" Wood Chisel  
1/2" Cold Chisel  
Combo Flashlight/Continuity Tester  
Adjustable Hack Saw Frame  
1 Voltage Tester  
1 Plumb Bob  
1 Center Punch  
1 Claw Hammer  
1 Knife  
1 Torpedo Level  
Pliers (Side Cutters)  
2 Channel Lock Pliers  
Long Nose Pliers  
Diagonal Pliers  
Crescent Wrenches 6" and 10"  
Compass Saw  
Zigzag Rule  
Screwdrivers – small, medium & large  
Tin Snips  
Combination Machinists Square  
Pipe Wrenches, 10" and 14"  
Tap Wrench  
Phillip Screw Drivers - small, medium & large  
Spintights – Set  
Allen Wrenches - Set, up to 3/8"  
Code Book (current)  
Retractable Tape up to 25'  
Protractor  
Drive Socket – Set, 3/8"  
Wire Strippers



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## APPENDIX B

### Trust Fund Contribution Rates (effective June 1, 2006)

	<u>Journeyman A</u>	<u>Journeyman B</u>	<u>Journeyman C</u>	<u>Journeyman D</u>	<u>Journeyman E</u>
Wage Rate	38.00	36.50	35.00	33.50	32.00
Electrical Contractors Trust Fund <sup>1</sup>	1%	1%	1%	1%	1%
Health & Welfare Trust Fund	9.61	9.61	9.61	9.61	9.61
Pension Trust Fund <sup>2</sup>					
- Defined Benefit	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
- Profit Sharing Plan (401(a))	\$0.20	\$1.70	\$3.20	\$4.70	\$6.20
National Electrical Benefit Fund <sup>1</sup>	3%	3%	3%	3%	3%
Apprentice Training Trust Fund <sup>3</sup>	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59
Apprenticeship Training Facility Fund	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54
Labor-Management Cooperation Trust Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
National Labor-Management Cooperation Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Contract Administration Fund <sup>4</sup>	1%	1%	1%	1%	1%
<b>Employee Deductions</b>					
Union Dues <sup>1</sup>	6% + \$0.20	6% + \$0.20	6% + \$0.20	6% + \$0.20	6% + \$0.20

<sup>1</sup> The percent contribution shall be based on the Journeyman A rate.

<sup>2</sup> No contribution for first and second period apprentices. Effective June 1, 2006, Profit Sharing Plan contribution rates are as follows: Journeyman A - \$0.20; Journeyman B - \$1.70; Journeyman C - \$3.20; Journeyman D - \$4.70; and Journeyman E - \$6.20.

<sup>3</sup> No contribution for first and second period apprentices.

<sup>4</sup> The percent contribution shall be based on the Journeyman A rate. Effective September 1, 2006, the contribution rate shall be increased to 1-1/3%.

Solano & Napa Counties Inside Construction Agreement  
June 1, 2006 through May 31, 2012

**Trust Fund Contribution Rates (effective June 1, 2007 – May 31, 2012)**

Wages and fringe benefit contributions will be determined based on Labor's allocation of the total wage and fringe benefit package.

**Scott M. De Nardo**

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**From:** liptonapc@aol.com  
**Sent:** Tuesday, June 12, 2007 11:14 AM  
**To:** Scott M. De Nardo  
**Subject:** Fwd: NETSCAN.pdf -LETTER OF ASSENT  
**Attachments:** NETSCAN.pdf

Scott:

Do you need anymore?

Mark

-----Original Message-----

From: Dan Broadwater  
To: liptonapc@aol.com  
Cc: Rich Mattson ; Stan Nelson  
Sent: Tue, 12 Jun 2007 11:09 am  
Subject: NETSCAN.pdf

Mark,

Per your request. The physical address for Hal Pierce Electric is, 1080 Nimitz Ave. ,Mare Island. To navigate the CSLB site, sometimes it is better to use the personal name. Harold G. Pierce is license number 00167641. If you go to (Other ) licenses, I think you find his brother-in-law on it, Jess Zuniga. I hope this helps.

Dan

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6/12/2007

EXHIBIT

B

EXHIBIT

B

## LETTER OF ASSENT - B

This is to certify that the undersigned employer has examined a copy of the current approved<sup>1</sup> Residential labor agreement between<sup>2</sup> Neca, Northern California S/N/ Counties Branch and Local Union<sup>3</sup> 180, IBEW.

The undersigned employer hereby agrees to comply with all of the provisions contained in the above mentioned agreement and all approved amendments thereto, as well as subsequent approved agreements between<sup>2</sup> Neca, Northern California S/N Counties Branch and Local Union<sup>3</sup> 180, IBEW. It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he had signed the above referred to agreement, including any approved amendments thereto, and any subsequent approved agreements.

This letter of assent shall become effective for the undersigned employer on the 31<sup>st</sup> day of JANUARY 2006 and shall remain in effect unless and until terminated as provided in the following paragraph.

If the undersigned employer does NOT intend to comply with and be bound by all of the provisions in any subsequently approved agreements between<sup>2</sup> Neca, Northern California S/N Counties and Local Union<sup>3</sup> 180, IBEW, he shall so notify the Local Union in writing at least one hundred (100) days prior to the termination date of the then current agreement.

The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreements requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Hal Pierce Electric

<sup>4</sup>Name of Firm

P.O. Box 4306

Street Address/P. O. Box Number

Vallejo, Ca. 94590

City, State (Abbr.) Zip Code

<sup>5</sup>Federal Employer Identification No: 94-1390568

SIGNED FOR THE EMPLOYER

BY: [Signature]  
(original signature)

NAME: Harold G. Pierce

TITLE/DATE: President 01/31/06

SIGNED FOR THE UNION 180, IBEW

BY: [Signature]  
(original signature)

NAME: Bruce P. Gourley

TITLE/DATE: Business Manager

INSTRUCTIONS (All items must be completed in order for assent to be processed)

<sup>1</sup>TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

<sup>2</sup>NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

<sup>3</sup>LOCAL UNION

Insert Local Union Number.

<sup>4</sup>EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

<sup>5</sup>EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

<sup>6</sup>FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

<sup>7</sup>SIGNATURES

<sup>8</sup>SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures--not reproduced--of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.